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# Pay in Advance General Terms and Conditions

This Agreement sets forth the terms and conditions under which Iowa Wireless Services, L.L.C., dba i wireless, or a company affiliated with Iowa Wireless Services, L.L.C. ("IWS", "we" or "us") will provide you ("Customer" or "you") with personal communication services, including voice, SMS and or data depending upon your applicable data plan (the "Service"). As used in this Agreement, the term "Device" means your mobile communication device and SIM Card, including any additional or replacement equipment, applications or features which have been added to your Device. This Agreement covers all services provided by IWS, and commences upon your acceptance of Service after receipt of this Agreement.

**1. Service Agreement Acceptance.** You accept these terms and agree to comply with all applicable laws and policies by doing any of the following: (a) giving a written or electronic signature (b) activating service (c) attempting to use your service (d) making a change or addition to your service (e) opening any package or starting any program that states your acceptance when doing so (f) paying for your service. Do not perform any of the foregoing actions if you do not accept this Agreement.

**2. Availability of Service.** Service is available to your Device only when it is within the operating range of our communication network (the "service area"), or another carrier's compatible communication system with whom we have entered into roaming agreements (roaming charges may apply). Our service is subject to transmission limitations caused by atmospheric, topographical, and usage conditions, and may be temporarily refused, limited, interrupted, or curtailed as necessary or appropriate for the proper operation of the Service. Coverage maps are available online at: <http://www.iwireless.com/support/coverage.aspx>. Coverage maps are only

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estimated; actual service coverage and quality may vary. Within coverage areas, factors - including network changes, traffic volume, service outages, technical limitations, signal strength, your equipment, terrain, structures, foliage, weather and other conditions may interfere with service quality and availability, including the ability to make, receive and maintain calls and to send and receive data & messages.

**3. Roaming.** Your Device may connect to another service provider's network ("Roaming") even when you are within the IWS coverage area. Check your Device to determine if you are Roaming. Depending upon your Service Plan, there may be extra charges (including long distance, tolls, data usage) and higher rates for Roaming usage. You must use your Device predominantly within the IWS-owned network coverage area. We may limit or terminate your Service without prior notice if you no longer reside in an IWS-owned network coverage area or if a substantial portion of your voice and/or data usage is Roaming.

**4. Wireless Device, Numbers and E-mail Addresses.** IWS is not responsible for any defects, acts, or omissions by your Device manufacturer. You do not have any rights to any number, e-mail address or other identifier we may assign to your Device or account. We may change your number assignment from time to time by giving you notice of the change. You may not modify, change or transfer any of these, except as we allow or as allowed for by law. You may transfer your number from another carrier to IWS or from IWS to another carrier, provided however, we cannot guarantee that phone numbers transferred to or from us will be successful. If an authorization is made to transfer your number away from IWS, it is considered as a request to terminate your service.

**5. Your Device & Compatibility with Other Networks.** Your Device may not be compatible with the network and services provided by another service provider. You may buy a Device from someone else, but it must, be compatible with, and not potentially harm, our network. Some IWS features will be available only on Devices purchased from us. At times we may remotely change software, systems, applications, features or programming on your Device without notice to address security, safety or other issues that impact the IWS network or your Device. These changes may modify your Device and may affect or erase data you have stored on your Device, the way you have programmed your Device, or the way you use your Device. We may offer you changes to systems, applications, features or programming remotely to your Device; you will not be able to use your Device during the installation of the changes even for emergencies.

**6. Use of Service/Prohibited Uses.** You must comply with all laws and regulations while using the service. Service cannot be used (a) to send messages that are illegal, threatening, or fraudulent (b) in a way that could



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adversely affect our customers, network, or reputation (c) for solicitation via voice, text, or otherwise (d) to transmit any virus, worm, or malicious code (e) in any way that is prohibited by the terms of this agreement. You agree not to resell the Service (whether for profit or otherwise) or to use your Device or the Service for any unlawful or abusive purpose or in such a way as to create damage or risk to our business, reputation, employees, facilities, third parties or to the public generally. You may not use or assign the number to any other SIM Card. Programming another number into the SIM Card shall be a breach of this Agreement, and shall give IWS the right to terminate this Agreement and pursue other remedies available by law. You are responsible for ensuring that your Device is technically and operationally compatible with our communication system at all times, and conforms to applicable Federal Communications Commission (FCC) rules and regulations.

**7. Protection of Our Network and Services.** We can take any action to, including but not limited to termination of service or barring your Device from access to other networks in order to: (a) protect our network, our rights and interests, or the rights of others; (b) optimize or improve the overall use of our network and services; and/or (c) prevent usage that is deemed harmful or otherwise adverse.

**8. Term.** (a) This Agreement begins on the date Service is activated to your Device and shall continue for the number days purchased (the "Term") or until terminated in the manner provided herein. Inactivated Refill Pins will expire in 180 days from date of purchase if they are not used by that time.

**9. Suspension or Termination of Services.** IWS shall have the right to modify, suspend or terminate your Service at any time, without prior notice; at its discretion, including, but not limited to: (a) violating any provision of this Agreement; (b) reselling our service; (c) using your service for an illegal purpose; (d) providing false information; (e) modifying a device from its manufacturer intent; (f) failure to use service after an extended period of time; (g) attempting to transfer service without IWS' consent; (h) using your Service in excessive amounts detrimental to IWS' network and taking any action which damages or interferes with our network; (i) using your service for spam or engage in other abusive messaging; (j) any misrepresentation or breach of any obligation to IWS; or (k) engaging in repeat copyright infringement. **10. Authorized User.** You agree any authorized users on your account will be granted access to account information and may be able to make changes to the account. If you share your account password and verification information with someone, they can access and make changes to your account. You are responsible for any changes and subsequent charges associated with those changes. Changes may require a fee or charge and new minimum term.

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**11. Default/Remedies.** The following events shall constitute an event of default hereunder: (a); (b) your breach of any representations made in this agreement; and (c) your use of your Device or Service in any way that damages or interferes with IWS or its system.

**12. Disclaimer of Warranty.** Your Device, accessory, or related equipment may come with separate manufacturer warranties. IWS claims no representation of these warranties expressed, implied, or otherwise. We will not be liable to you in connection with (a) the manufacturer warranty (b) any items missing from the manufacturer (c) malfunctioning of the phone, accessory, or related equipment. IWS not authorize anyone to make warranties on our behalf.

IWS MAKES NO WARRANTIES REGARDING THE SERVICE OR YOUR DEVICE, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY TYPE OR CHARACTER. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. STATEMENTS REGARDING DESCRIPTIONS OF THE SERVICE OR YOUR DEVICE, IF ANY, BY US OR OUR AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT MADE OR GIVEN AS WARRANTY OF ANY KIND. IWS DOES NOT MANUFACTURE YOUR DEVICE. IN THE EVENT OF ANY DEFECT WITH RESPECT TO A NEW DEVICE PURCHASED FROM US, YOUR REMEDY IS OUTLINED BY THE MANUFACTURER'S WARRANTY. IF YOU PURCHASED USED EQUIPMENT FROM US, YOU MAY RETURN YOUR DEVICE FOR REPLACEMENT OR FULL REFUND WITHIN FOURTEEN (14) DAYS OF PURCHASE IN THE EVENT OF ANY DEFECT. IN THE EVENT OF ANY DEFECT IN AN INSTALLATION PERFORMED BY US, YOUR SOLE REMEDY SHALL BE REINSTALLATION.

**13. Return Policy.** You may return or exchange your new Device one time during the first fourteen (14) days of service. This policy applies only to Devices purchased through IWS. All Device returns require a proof of purchase (receipt) and must be in "like new" condition, with 30 minutes or less of airtime use on call timers. The Device must be returned with the original packaging, battery, accessories and manuals undamaged. Pay In Advance services and demo, used, refurbished, or special order Devices are not eligible for returns. You will be responsible for all applicable airtime usage and fees.

**14. Limitation of Liability.** IWS SHALL BE EXCUSED FROM PERFORMANCE, AND SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OF AN UNDERLYING CARRIER, EQUIPMENT OR FACILITY FAILURE, EQUIPMENT OR FACILITY UPGRADE OR MODIFICATION, ACTS OF GOD, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS,

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EQUIPMENT OR FACILITY SHORTAGE, EQUIPMENT OR FACILITY RELOCATION OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT WITHOUT LIMITATION THE FAILURE OF ANY INCOMING OR OUTGOING CALL TO BE CONNECTED. IWS' LIABILITY, IF ANY, FOR ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT OR OTHER FAILURE WITH RESPECT TO THE SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PRORATED, MONTHLY CHARGES TO YOU FOR SAID SERVICE DURING THE AFFECTED PERIOD, PROVIDED THAT NO LIABILITY SHALL RESULT FOR OUTAGES OF 24 HOURS OR LESS. IN NO EVENT SHALL IWS BE LIABLE TO YOU, YOUR EMPLOYEES, AGENTS OR CUSTOMERS, OR ANY THIRD PARTY (COLLECTIVELY FOR PURPOSES OF THIS PARAGRAPH, "SUBSCRIBER") FOR ANY COST, DELAY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY FAILURE OF SERVICE OR OUR FAILURE TO PERFORM UNDER THIS AGREEMENT. IWS SHALL NOT BE LIABLE TO SUBSCRIBER FOR INJURIES TO PERSONS OR PROPERTY ARISING FROM SUBSCRIBER'S USE OF YOUR DEVICE OR THE SERVICE OR THE INSTALLATION, REPAIR OR MAINTENANCE OF YOUR DEVICE. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD IWS, ANY UNDERLYING CARRIER, AND ANY OF THE OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, COSTS OR DAMAGES RELATING TO THIS AGREEMENT AND SUBSCRIBERS USE OF THE SERVICE. UNLESS COLLECTION OF SUCH FEES IS PROHIBITED BY LAW, YOU FURTHER AGREE TO PAY OUR REASONABLE ATTORNEY'S AND EXPERT WITNESSES FEES AND COSTS ARISING FROM ANY ACTIONS OR CLAIMS HEREUNDER AND THOSE INCURRED IN ESTABLISHING THE APPLICABILITY OF THIS PARAGRAPH.

**15. 911 Emergency Calls.** When making 911 or other emergency calls; you should always be prepared to state the nature of your emergency and provide your location. IWS is not responsible for failure to connect or complete calls, or if information provided to the emergency service is inaccurate. If third parties are involved in connecting a 911 call, IWS does not determine the agency to which your 911 call is routed. A variety of methods may be used to determine the location of your call including GPS, our network, or the street address you provided during the time of activation.

**16. NOTICE REGARDING TRANSMISSION OF WIRELESS EMERGENCY ALERTS (Commercial Mobile Alert Service).**



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IWS has chosen to offer wireless emergency alerts within portions of its service area, as defined by the terms and conditions of its Agreement, on wireless emergency alert capable devices. There is no additional charge for these wireless emergency alerts.

Wireless emergency alerts may not be available on all devices or in the entire service area, or if a subscriber is outside of the IWS service area.

For details on the availability of this service and wireless emergency alert capable devices, please ask a sales representative, or go to [iwireless.com](http://iwireless.com).

Notice required by FCC Rule 47 CFR. 10.240 (Commercial Mobile Alert Service).

**17. Additional Notices Regarding Wireless Emergency Alerts.** Wireless emergency alerts may not be delivered if the handset is being used or is turned off at the time the alert is broadcast. In areas in which wireless emergency alerts are transmitted, such alerts may not be received by a subscriber or user of IWS's wireless service even though the subscriber has a device capable of receiving them. Wireless emergency alerts are sent only in a targeted geographic area determined by the entities sending the alerts, and may not be available in service areas where IWS does not provide wireless emergency alerts, or when users roam outside of their home service area. In transmitting wireless emergency alerts pursuant to federal law, IWS, including its shareholders, officers, directors, employees, vendors, agents, or representatives of any of the foregoing shall not be liable to any subscriber or user of IWS's wireless service or equipment, or any related service or equipment, for any act or omission related to or any harm resulting from the transmission of, or the failure to transmit, a wireless emergency alert; or the release or failure to release to a government entity or agency, public safety, fire service, law enforcement official, emergency medical service, or emergency facility of subscriber information used in connection with delivering a wireless emergency alert.

**18. Copyright & Digital Millennium Copyright Act.** Subscribers and users are prohibited from infringing, copying, reproducing, posting, or distributing in any manner any material that is protected by copyright, trademark, or any other intellectual property rights. It is IWS's policy to terminate any subscribers or users that engage in repeated copyright infringement. IWS follows the procedures set forth in the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, to avail itself of the safe-harbor provisions for service providers. IWS provides transitory digital network communications service as defined under the DMCA, 17 U.S.C. § 512(a). As a provider of transitory digital network communications services, iWireless is protected from claims of online copyright infringement pursuant to the safe harbor in 17 U.S.C. § 512(a). Furthermore, the company is not required to remove or block access to materials transmitted through IWS's

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network that is initiated by or at the direction of a person other than IWS. Further information regarding DMCA notification and counter-notification procedures can be found at [www.iwireless.com](http://www.iwireless.com).

**19. Unlimited Voice Services.** Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If IWS finds that you are using an unlimited voice service offering for other than live dialog between two individuals, IWS may, at its option terminate your service or change your plan to one with no unlimited usage components. IWS will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

**20. Additional Terms for Data Plans and Features/Data Fair Use Policy.** The following terms supplement your Subscriber Agreement, and apply to your data plan or feature ("Data Plan"). To the extent any term in this Data Fair Use Policy expressly conflicts with your Subscriber Agreement, the term in this Data Fair Use Policy will govern.

**a) Permissible and Prohibited Uses** Your Data Plan is intended for Web browsing, messaging and similar activities on your device and not on any other equipment. Unless explicitly permitted by your Data Plan, including for example, tethering your device to a personal computer or other hardware, is not permitted. Examples of prohibited uses include but are not limited to: (a) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, "bots" or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (b) as a substitute or backup for private lines or dedicated data connections; (c) any activity that adversely affects the ability of other users or systems to use either IWS services or the network-based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (d) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, IWS' or another entity's network or systems; or (e) running software or other device that maintain continuously active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions. You cannot use a Data Plan for Web broadcasting, or for the operation of servers, telemetry devices and/or supervisory control and data acquisition devices.

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**b) Protective Measures** To provide a good experience for all of our customers, and minimize capacity issues and degradation in network performance, IWS may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth. If your total usage exceeds 10GB (which threshold amount is subject to change) during a bill cycle, we may reduce your data speed for the remainder of that billing cycle.

We may also suspend, terminate, or restrict your data session, Data Plan, or service if you use your Data Plan in a manner that violates this policy, restricts our ability to allocate network capacity among customers, or that otherwise may degrade service quality for other customers.

**c) Downloadable Content and Applications** You may purchase Content and Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) ("Content" and "Apps") for and with your compatible device. Some Apps that you can purchase with your device are not sold by IWS, IWS is not responsible for third party Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the App. Any support questions for these Apps should be directed to the third party seller identified at the point of purchase. When you use, download or install an App sold by a third party seller, you may be subject to license terms between you and the third party seller and App developer. When you use, download or install Content or Apps that you purchase from IWS, the Content or App is licensed to you by IWS and may be subject to additional license terms between you and the creator/owner of the Content or App. Any Content or App you purchase is licensed for personal, lawful, non-commercial use on your device only. You may not transfer, copy or reverse engineer any Content or App, or alter, disable or circumvent any digital rights management security features embedded in the Content or App. IWS is not responsible for any third party content or website you may be able to access using your device. You may encounter advertisements from other entities ("Third Party Ads") while you are using IWS Email and Internet Services, browsing the Internet or using an application on your device. IWS is not responsible for any Third Party Ads, or for any website or content that you may access by clicking on or following a link contained in a Third Party Ad. IWS may retain, use, and share information collected when you download, use, or install some Content or Apps, may update your IWS Content or App remotely, or may disable or remove any IWS Content or App at any time. We are not responsible for any transmission failure, interruption, or delay related to Content and Apps, or any content or website you may be able to access through the Content or App.



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**d) Right of Termination** IWS retains their right, in its reasonable discretion, to terminate your Data Plan, in the event of violation of this Data Fair Use Policy.

**21. Web/Data Service.** IWS web/data service may allow you to access the internet, text, pictures, music, games, email, and related items. You are responsible for any content accessed with your service and through any line on your account. We cannot make any guarantees what content you may access on your device. In order to protect our customers, network, or reputation, access may be limited or restricted. This may include limiting your throughput or the amount of data transferred with your unlimited service.

**22. Privacy.** We may collect information about you and your use of services hereunder. We are committed to respecting and protecting your privacy, and use the privacy policy set forth online at: <http://www.iwireless.com/support/about/our-commitment-to-privacy.aspx> to the extent practical. Notwithstanding the foregoing, we honor requests for information made by lawful process. In addition, you should understand and be aware that transmission of a cellular communications and data may be subject to intercept by third parties without our knowledge.

**23. Dispute Resolution and Arbitration.** WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION, ACCORDING TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, RATHER THAN IN COURT. This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, Dealers or third party vendors) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply.

For all disputes, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address in Section 35(f) below. We each agree to negotiate with each other in good faith about your claim. If we do not resolve the claim within 60 days after we receive this claim description, you may pursue your claim in arbitration. You may pursue your claim in a court only under the circumstances described below. We each agree that if you fail to timely pay amounts due, we may assign you're account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement.

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**24. Class Action Waiver.** WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this waiver is unenforceable, the arbitration agreement will be void as to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.

**25. Jury Trial Waiver.** If a claim proceeds in court rather than through arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

**26. Miscellaneous.**

**a) Assignment.** IWS may assign in whole or in part our rights or duties under this Agreement without prior notice to you, and upon such assignment we shall be released from all liability hereunder. You may assign this Agreement only with our prior written consent. Subject to this restriction, this Agreement shall apply and inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective parties.

**b) Severability.** Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and in full force and effect, unless our obligations hereunder are materially impaired.

**c) If Your Device is lost or stolen.** If your device gets lost or stolen, you should notify IWS immediately, and your account can be suspended. We may not credit or refund your account based on your termination of service as a result of a lost or stolen device.

**d) Notices.** IWS reserves the right to provide notice to you by telephone, short message service, multimedia message service; instant message or voicemail service to the extent permitted by applicable law. Any notice will be considered provided to you when left with via your phone, or voicemail. Any notice that IWS mails to you will be considered provided to you, to the extent permitted by applicable law, when IWS deposits the notice into the United States mail addressed to you at your last known address as shown in our billing records. You must notify us of any address changes. Failure to notify us of a change in your address is considered a breach of this agreement and may result in suspension or termination of your service.

**e) CPNI (customer proprietary network information).** IWS will receive information classified as "customer proprietary network information" ("CPNI") through providing service to you. This information may be considered confidential under federal law and includes information



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regarding the type of services you purchase usage of that service, the technical configuration of the service and the destination of telephone calls you place. IWS may use this information for purposes without further disclosure or consent, including: to provide you Service; to communicate service offerings to you related to the Services you purchase; or to protect you, other IWS users, IWS and other carriers from fraud, abuse or unlawful use of its service. IWS reserves the right to communicate with you by using prerecorded messages that are informational or promotional in nature. IWS may also share such information with its affiliates, joint venture partners and third party agents for the limited purpose of related offers and information that may be of interest to you. However, you have the right under federal law to request IWS not to disclose your confidential information for this purpose, and IWS has the duty to honor any such request. You may "opt out" of disclosure of your CPNI to IWS affiliates, joint venture partners and third-party agents for this purpose by calling Customer Service at 1-888-550-4497. Opting-out will not affect IWS' provision of service to you. Additional provisions regarding our use of CPNI and other subscriber information is set forth in our Privacy Policy, available at our official website which we incorporate herein by reference.

**f) Dispute Resolution.** If you have any questions regarding your service or any information in this agreement, you may call Customer Service at 1-888-550-4497 or write us at IWS Customer Service, 4135 NW Urbandale Dr., Urbandale, IA 50322.

**g) Location Based Service.** Our network may be able to determine the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services, and optional location-sensitive services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-sensitive services. You agree that any authorized user may access, use or authorize IWS or third party location sensitive applications through the Services. You understand that your use of such location sensitive applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location sensitive services for Devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location sensitive applications and that the Device may be located. For additional information on location-sensitive services, see our Privacy Policy at our website.

**h) Lifeline Services.** As part of a federal government program, IWS offers discounted wireless service to qualified low-income residents in selected states. For questions or to apply for Lifeline service, call 1-888-550-4497.

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**i) Force Majeure.** Neither Party shall be liable for any delay or failure to perform per the terms of this Agreement caused by Acts of God or other causes beyond the parties' control and without fault or negligence. In such event, either Party may suspend this Agreement in whole or in part for the duration of the delaying cause. Both parties shall resume performance under this Agreement immediately after the delaying cause ceases and the initial term of this Agreement shall be extended for a period of time equivalent to the length of time the excused delay occurred.

**j) Entire Agreement.** This Agreement represents the final and entire agreement between you and IWS, and supersedes any prior or subsequent representation or agreement between the parties hereto. No change to this Agreement will be valid unless accepted in writing by a duly authorized officer of IWS. Our failure at any time to require strict performance by you of any of the provisions of this Agreement will not waive or reduce our right to thereafter require strict compliance with any provisions of this Agreement.

**k) Governing Laws and Regulations.** This Agreement, its validity, construction, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Iowa and applicable federal law and the regulations of the Federal Communications Commission. The parties to this agreement agree that this Agreement is to be performed in Polk County, Iowa and unless prohibited by law, the proper place for bringing any action on this Agreement shall be within the jurisdiction of the Iowa District Court for Polk County.

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		<a href="#">Opportunities</a>
<a href="#">Switch and Save</a>	<a href="#">Enter to Win</a>	

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# Postpay General Terms and Conditions

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estimated; actual service coverage and quality may vary. Within coverage areas, factors - including network changes, traffic volume, service outages, technical limitations, signal strength, your equipment, terrain, structures, foliage, weather and other conditions may interfere with service quality and availability, including the ability to make, receive and maintain calls and to send and receive data & messages.

**3. Roaming.** Your Device may connect to another service provider's network ("Roaming") even when you are within the IWS coverage area. Check your Device to determine if you are Roaming. Depending upon your Service Plan, there may be extra charges (including long distance, tolls, data usage) and higher rates for Roaming usage. You must use your Device predominantly within the IWS-owned network coverage area. We may limit or terminate your Service without prior notice if you no longer reside in an IWS-owned network coverage area or if a substantial portion of your voice and/or data usage is Roaming.

**4. Wireless Device, Numbers and E-mail Addresses.** IWS is not responsible for any defects, acts, or omissions by your Device manufacturer. You do not have any rights to any number, e-mail address or other identifier we may assign to your Device or account. We may change your number assignment from time to time by giving you notice of the change. You may not modify, change or transfer any of these, except as we allow or as allowed for by law. You may transfer your number from another carrier to IWS or from IWS to another carrier, provided however, we cannot guarantee that phone numbers transferred to or from us will be successful. If an authorization is made to transfer your number away from IWS, it is considered as a request to terminate your service.

**5. Your Device & Compatibility with Other Networks.** Your Device may not be compatible with the network and services provided by another service provider. You may buy a Device from someone else, but it must, be compatible with, and not potentially harm, our network. Some IWS features will be available only on Devices purchased from us. At times we may remotely change software, systems, applications, features or programming on your Device without notice to address security, safety or other issues that impact the IWS network or your Device. These changes may modify your Device and may affect or erase data you have stored on your Device, the way you have programmed your Device, or the way you use your Device. We may offer you changes to systems, applications, features or programming remotely to your Device; you will not be able to use your Device during the installation of the changes even for emergencies.

**6. Use of Service/Prohibited Uses.** You must comply with all laws and regulations while using the service. Service cannot be used (a) to send messages that are illegal, threatening, or fraudulent (b) in a way that could



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adversely affect our customers, network, or reputation (c) for solicitation via voice, text, or otherwise (d) to transmit any virus, worm, or malicious code (e) in any way that is prohibited by the terms of this agreement. You agree not to resell the Service (whether for profit or otherwise) or to use your Device or the Service for any unlawful or abusive purpose or in such a way as to create damage or risk to our business, reputation, employees, facilities, third parties or to the public generally. You may not use or assign the number to any other SIM Card. Programming another number into the SIM Card shall be a breach of this Agreement, and shall give IWS the right to terminate this Agreement and pursue other remedies available by law. You are responsible for ensuring that your Device is technically and operationally compatible with our communication system at all times, and conforms to applicable Federal Communications Commission (FCC) rules and regulations.

**7. Protection of Our Network and Services.** We can take any action to, including but not limited to termination of service or barring your Device from access to other networks in order to: (a) protect our network, our rights and interests, or the rights of others; (b) optimize or improve the overall use of our network and services; and/or (c) prevent usage that is deemed harmful or otherwise adverse.

**8. Term.** (a) This Agreement begins on the date Service is activated to your Device and shall continue for the number of full months applicable to the service plan selected (the "Term") or until terminated in the manner provided herein. (b) Regardless of your plan, all termination requests must be in writing and may take up to 30 days to process. If customer has elected a "No Contract" plan, service is provided on a month-to-month basis according to the terms hereof.

**9. Early Termination.** (a) IWS reserves the right to terminate this Agreement and any services hereunder at any time upon thirty (30) day notice. If you select a plan with a Term longer than one month, you understand you have been provided a special rate and/or IWS has incurred costs, in exchange for your agreement to subscribe for the initial Term. If you attempt to terminate this Agreement prior to the end of the Term you will breach this Agreement, and in which event we will either (i) accept your termination request effective 30 days after receipt provided you pay us a cancellation fee of \$200.00 per line prorated per month remaining on the Term (not to exceed Two Hundred Dollars (\$200) per line); or (ii) if permitted by law, not accept your attempted termination and seek all damages available to us as a result of your breach. Customer agrees that any termination fee may be deducted from their deposit.

**10. Suspension Or Termination of Services.** IWS shall have the right to modify, suspend or terminate your Service, without prior notice; including,

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but not limited to: (a) breach of the agreement; (b) reselling our service; (c) using your service for an illegal purpose; (d) providing false information; (e) modifying a device from its manufacturer intent; (f) failure to use service after an extended period of time; (g) attempt to transfer service without IWS' consent; (h) violating any provision of this Agreement; (i) using your Service in excessive amounts detrimental to IWS' network and taking any action which harms our network; (j) using your service for spam or engage in other abusive messaging; or (k) engaging in repeat copyright infringement.

**11. Modification of Agreement.** IWS may modify the charges for its Service or modify these terms and conditions at any time upon prior written notice to you. Customer may, upon receipt of notice of the modification(s), terminate this Agreement in the manner set forth above, provided however that no early termination fee will apply if the charges materially changes your rights hereunder, or the cost of service. Your continued use of the Service after we have given you notice of a modification, shall indicate your consent to such amendment. If we modify such rates and/or terms and conditions and you do not terminate this Agreement within 14 days after such notice is given, you must pay us any additional charges even if you paid for the Service in advance.

**12. Modifying Your Account.** You may, upon verbal or written notice to us, modify Service features. You will be charged for Service features on a monthly basis, with any charges for a partial month of feature usage to be determined on a prorated basis. Unless you have selected a special promotional rate plan or accepted promotional handset pricing, you may upon verbal or written notice to us, and payment of transfer fee (if any) assessed by us, change to another rate plan beginning with the following billing cycle. If we allow you to temporarily suspend your account, however, the Term may be extended by the length of the temporary suspension, at our option.

**13. Deposits.** We may require a deposit (in which you grant us a security interest) to secure your payment of all amounts when due. Unless required by law, IWS will not pay interest on any deposits. The amount of your deposit may be increased upon reevaluation of your usage and credit. You may either provide us such increased deposit or terminate this Agreement, in which case, any cancellation fee will be waived. Customer may request IWS Credit Department reevaluate Deposit requirements after one year of service. You must promptly pay your monthly billing statement, even if you have given us a deposit. If this Agreement is terminated for any reason, any deposit will be applied to pay any of your charges then or thereafter due. Any remaining deposit or other credit balance on your account will be returned without interest (as allowed by law) to you at your last-known address within seventy-five (75) days after termination. Unless otherwise

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monthly invoice. Acceptance of late or partial payments, or payments marked "Paid in Full" or similar notations, will not waive any of our rights hereunder nor will it constitute an accord and satisfaction. We may charge you a returned funds fee of thirty dollars (\$30.00) for any check, auto draft, or declined credit card payment returned for insufficient funds. Questions about, or objections to any charges reflected on an invoice must be in writing and must be received by us from you no later than the due date set forth in the invoice or any objection shall be waived. All amounts due to us, including disputed amounts, must be paid to us on or before the due date set forth in the invoice. Interest shall accrue at the rate of 1.5% per month, or a minimum late fee of \$7.50 will apply on any amount not paid when due, whichever is greater.

**16. Credit Limits.** IWS shall have the right, in its sole discretion to establish credit or account spending limits for each customer. Customer accounts will be subject to restriction when the credit limit and/or past due balances are reached, which restrictions may include suspension or termination of service. Credit terms and account spending limits are subject to change at any time with or without notice to said customers.

**17. Account Balance.** Account balances are not transferrable, redeemable for cash, or refundable; unless otherwise noted.

**18. Taxes.** Any applicable sales, use, excise, public utility or other taxes, fees or charges imposed on us as a result of providing the Service to your Device will be added to your charges when imposed or required by law. Although the current amount of taxes and additional costs may be disclosed at commencement of Service, this amount may be subject to change during the Contract Term, and shall not give customer cause to terminate this Agreement. If you are exempt from payment of any such taxes, you must provide us with an original Tax Exempt Document. Tax exemption will only apply from the date we receive the Tax Exempt Document, and you will not receive credit for any taxes already paid by you.

**19. Authorized User.** You agree any authorized users on your account will be granted access to account information and may be able to make changes to the account. If you share your account password and verification information with someone, they can access and make changes to your account. You are responsible for any changes and subsequent charges associated with those changes. Changes may require a fee or charge and new minimum term.

**20. Default/Remedies.** The following events shall constitute an event of default hereunder: (a) Your failure to pay any sum due to us on due date after the date on which the same shall become due; (b) your breach of any representations made in this agreement; (c) your use of your Device or



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Service in any way that damages or interferes with IWS or its PCS system;

(d) the filing of any proceeding, voluntarily or involuntarily under the U.S. Bankruptcy Code, insolvency, the making of an assignment for the benefit of creditors or appointment of a trustee or receiver, or, in the case of business customers, cessation of business as a going concern (each an "Event of Default"). For multiple phone or account holders, defaulting on any account or line shall automatically constitute defaulting on all phones or accounts. Upon the occurrence of any Event of Default, we may immediately discontinue Service and/or terminate this Agreement without prior notice. In such case, you shall remain responsible for payment of all charges due to us under this Agreement, which charges (including without limitation, all unbilled installment amounts, early termination fee) will be immediately due and payable. In the Event of Default, you shall also be liable for all costs incurred by us on account of such default and while enforcing any remedy including collection fees, attorneys fees, witness fees and court costs, unless collection of such fees are prohibited by law. The rights and remedies granted to us herein shall be cumulative and action on one shall not be deemed to constitute an election or waiver of the other rights of action, or any other right or remedy, to which we may be entitled. If this agreement is terminated because of your default, we may keep any charges or deposits paid by you. If we agree to renew service to you after we have suspended service, you agree to pay any reactivation charges, the amount of which will be determined solely by us.

**21. Disclaimer of Warranty.** Your Device, accessory, or related equipment may come with separate manufacturer warranties. IWS claims no representation of these warranties expressed, implied, or otherwise. We will not be liable to you in connection with (a) the manufacturer warranty (b) any items missing from the manufacturer (c) malfunctioning of the phone, accessory, or related equipment. IWS not authorize anyone to make warranties on our behalf.

IWS MAKES NO WARRANTIES REGARDING THE SERVICE OR YOUR DEVICE, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY TYPE OR CHARACTER. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. STATEMENTS REGARDING DESCRIPTIONS OF THE SERVICE OR YOUR DEVICE, IF ANY, BY US OR OUR AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT MADE OR GIVEN AS WARRANTY OF ANY KIND. IWS DOES NOT MANUFACTURE YOUR DEVICE. IN THE EVENT OF ANY DEFECT WITH RESPECT TO A NEW DEVICE PURCHASED FROM US, YOUR REMEDY IS OUTLINED BY THE MANUFACTURER'S WARRANTY. IF YOU PURCHASED USED EQUIPMENT FROM US, YOU MAY RETURN YOUR DEVICE FOR REPLACEMENT OR FULL REFUND

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WITHIN FOURTEEN (14) DAYS OF PURCHASE IN THE EVENT OF ANY DEFECT. IN THE EVENT OF ANY DEFECT IN AN INSTALLATION PERFORMED BY US, YOUR SOLE REMEDY SHALL BE REINSTALLATION.

**22. Return Policy.** You may return or exchange your new Device one time during the first fourteen (14) days of service. This policy applies only to Devices purchased through IWS. Demo, used, refurbished, or special order Devices are not eligible for returns. All returns require a proof of purchase (receipt) and must be in "like new" condition with original packaging, battery, accessories and manuals undamaged to avoid being assessed a \$200 early termination fee. You will be responsible for all applicable airtime usage and fees.

**23. Limitation of Liability.** IWS SHALL BE EXCUSED FROM PERFORMANCE, AND SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OF AN UNDERLYING CARRIER, EQUIPMENT OR FACILITY FAILURE, EQUIPMENT OR FACILITY UPGRADE OR MODIFICATION, ACTS OF GOD, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS, EQUIPMENT OR FACILITY SHORTAGE, EQUIPMENT OR FACILITY RELOCATION OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT WITHOUT LIMITATION THE FAILURE OF ANY INCOMING OR OUTGOING CALL TO BE CONNECTED. IWS' LIABILITY, IF ANY, FOR ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT OR OTHER FAILURE WITH RESPECT TO THE SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PRORATED, MONTHLY CHARGES TO YOU FOR SAID SERVICE DURING THE AFFECTED PERIOD, PROVIDED THAT NO LIABILITY SHALL RESULT FOR OUTAGES OF 24 HOURS OR LESS. IN NO EVENT SHALL IWS BE LIABLE TO YOU, YOUR EMPLOYEES, AGENTS OR CUSTOMERS, OR ANY THIRD PARTY (COLLECTIVELY FOR PURPOSES OF THIS PARAGRAPH, "SUBSCRIBER") FOR ANY COST, DELAY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY FAILURE OF SERVICE OR OUR FAILURE TO PERFORM UNDER THIS AGREEMENT. IWS SHALL NOT BE LIABLE TO SUBSCRIBER FOR INJURIES TO PERSONS OR PROPERTY ARISING FROM SUBSCRIBER'S USE OF YOUR DEVICE OR THE SERVICE OR THE INSTALLATION, REPAIR OR MAINTENANCE OF YOUR DEVICE. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD IWS, ANY UNDERLYING CARRIER, AND ANY OF THE OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, COSTS OR DAMAGES RELATING TO THIS AGREEMENT AND SUBSCRIBERS USE OF THE SERVICE. UNLESS COLLECTION OF SUCH FEES IS PROHIBITED BY LAW, YOU FURTHER AGREE TO PAY

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OUR REASONABLE ATTORNEY'S AND EXPERT WITNESSES FEES AND COSTS ARISING FROM ANY ACTIONS OR CLAIMS HEREUNDER AND THOSE INCURRED IN ESTABLISHING THE APPLICABILITY OF THIS PARAGRAPH.

**24. 911 Emergency Calls.** When making 911 or other emergency calls; you should always be prepared to state the nature of your emergency and provide your location. IWS is not responsible for failure to connect or complete calls, or if information provided to the emergency service is inaccurate. If third parties are involved in connecting a 911 call, IWS does not determine the agency to which your 911 call is routed. A variety of methods may be used to determine the location of your call including GPS, our network, or the street address you provided during the time of activation.

**25. NOTICE REGARDING TRANSMISSION OF WIRELESS EMERGENCY ALERTS (Commercial Mobile Alert Service).**

IWS has chosen to offer wireless emergency alerts within portions of its service area, as defined by the terms and conditions of its Agreement, on wireless emergency alert capable devices. There is no additional charge for these wireless emergency alerts.

Wireless emergency alerts may not be available on all devices or in the entire service area, or if a subscriber is outside of the IWS service area.

For details on the availability of this service and wireless emergency alert capable devices, please ask a sales representative, or go to [iwireless.com](http://iwireless.com).

Notice required by FCC Rule 47 CFR 10.240 (Commercial Mobile Alert Service).

**26. Additional Notices Regarding Wireless Emergency Alerts.**

Wireless emergency alerts may not be delivered if the handset is being used or is turned off at the time the alert is broadcast. In areas in which wireless emergency alerts are transmitted, such alerts may not be received by a subscriber or user of IWS's wireless service even though the subscriber has a device capable of receiving them. Wireless emergency alerts are sent only in a targeted geographic area determined by the entities sending the alerts, and may not be available in service areas where IWS does not provide wireless emergency alerts, or when users roam outside of their home service area. In transmitting wireless emergency alerts pursuant to federal law, IWS, including its shareholders, officers, directors, employees, vendors, agents, or representatives of any of the foregoing shall not be liable to any subscriber or user of IWS's wireless service or equipment, or any related service or equipment, for any act or omission related to or any harm resulting from the transmission of, or the failure to



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transmit, a wireless emergency alert; or the release or failure to release to a government entity or agency, public safety, fire service, law enforcement official, emergency medical service, or emergency facility of subscriber information used in connection with delivering a wireless emergency alert.

**27. Copyright & Digital Millennium Copyright Act.** Subscribers and users are prohibited from infringing, copying, reproducing, posting, or distributing in any manner any material that is protected by copyright, trademark, or any other intellectual property rights. It is IWS's policy to terminate any subscribers or users that engage in repeated copyright infringement. IWS follows the procedures set forth in the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, to avail itself of the safe-harbor provisions for service providers. IWS provides transitory digital network communications service as defined under the DMCA, 17 U.S.C. § 512(a). As a provider of transitory digital network communications services, iWireless is protected from claims of online copyright infringement pursuant to the safe harbor in 17 U.S.C. § 512(a). Furthermore, the company is not required to remove or block access to materials transmitted through IWS's network that is initiated by or at the direction of a person other than IWS. Further information regarding DMCA notification and counter-notification procedures can be found at [www.iwireless.com](http://www.iwireless.com).

**28. Unlimited Voice Services.** Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If IWS finds that you are using an unlimited voice service offering for other than live dialog between two individuals, IWS may, at its option terminate your service or change your plan to one with no unlimited usage components. IWS will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

**29. Additional Terms for Data Plans and Features/Data Fair Use Policy.** The following terms supplement your Subscriber Agreement, and apply to your data plan or feature ("Data Plan"). To the extent any term in this Data Fair Use Policy expressly conflicts with your Subscriber Agreement, the term in this Data Fair Use Policy will govern.

a) Permissible and Prohibited Uses Your Data Plan is intended for Web browsing, messaging and similar activities on your device and not on any other equipment. Unless explicitly permitted by your Data Plan, including for example, tethering your device to a personal computer or other hardware, is not permitted.

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Examples of prohibited uses include but are not limited to: (a) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, "bots" or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (b) as a substitute or backup for private lines or dedicated data connections; (c) any activity that adversely affects the ability of other users or systems to use either IWS services or the network-based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (d) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, IWS' or another entity's network or systems; or (e) running software or other device that maintain continuously active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions. You cannot use a Data Plan for Web broadcasting, or for the operation of servers, telemetry devices and/or supervisory control and data acquisition devices.

b) Protective Measures To provide a good experience for all of our customers, and minimize capacity issues and degradation in network performance, IWS may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth. If your total usage exceeds 10GB (which threshold amount is subject to change) during a bill cycle, we may reduce your data speed for the remainder of that billing cycle.

We may also suspend, terminate, or restrict your data session, Data Plan, or service if you use your Data Plan in a manner that violates this policy, restricts our ability to allocate network capacity among customers, or that otherwise may degrade service quality for other customers.

c) Downloadable Content and Applications You may purchase Content and Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) ("Content" and "Apps") for and with your compatible device. Some Apps that you can purchase with your device are not sold by IWS, IWS is not responsible for third party Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the App. Any support questions for these Apps should be directed to the third party seller identified at the point of purchase. When you use, download or install an App sold by a third party seller, you may be subject to license terms between you and the third party seller and App developer. When you use, download or install Content or Apps that you purchase from IWS, the



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Content or App is licensed to you by IWS and may be subject to additional license terms between you and the creator/owner of the Content or App. Any Content or App you purchase is licensed for personal, lawful, non-commercial use on your device only. You may not transfer, copy or reverse engineer any Content or App, or alter, disable or circumvent any digital rights management security features embedded in the Content or App. IWS is not responsible for any third party content or website you may be able to access using your device. You may encounter advertisements from other entities ("Third Party Ads") while you are using IWS Email and Internet Services, browsing the Internet or using an application on your device. IWS is not responsible for any Third Party Ads, or for any website or content that you may access by clicking on or following a link contained in a Third Party Ad. IWS may retain, use, and share information collected when you download, use, or install some Content or Apps, may update your IWS Content or App remotely, or may disable or remove any IWS Content or App at any time. We are not responsible for any transmission failure, interruption, or delay related to Content and Apps, or any content or website you may be able to access through the Content or App.

d) Right of Termination IWS retains their right, in its reasonable discretion, to terminate your Data Plan, in the event of violation of this Data Fair Use Policy.

**30. Web/Data Service.** IWS web/data service may allow you to access the internet, text, pictures, music, games, email, and related items. You are responsible for any content accessed with your service and through any line on your account. We cannot make any guarantees what content you may access on your device. In order to protect our customers, network, or reputation, access may be limited or restricted. This may include limiting your throughput or the amount of data transferred with your unlimited service.

**31. Privacy.** We may collect information about you and your use of services hereunder. We are committed to respecting and protecting your privacy, and use the privacy policy set forth online at: <http://www.iwireless.com/support/about/our-commitment-to-privacy.aspx> to the extent practical. Notwithstanding the foregoing, we honor requests for information made by lawful process. In addition, you should understand and be aware that transmission of a cellular communications and data may be subject to intercept by third parties without our knowledge.

**32. Dispute Resolution and Arbitration.** WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION,



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ACCORDING TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, RATHER THAN IN COURT. This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, Dealers or third party vendors) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply.

For all disputes, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address in Section 35(f) below. We each agree to negotiate with each other in good faith about your claim. If we do not resolve the claim within 60 days after we receive this claim description, you may pursue your claim in arbitration. You may pursue your claim in a court only under the circumstances described below. We each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement.

**33. Class Action Waiver.** WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this waiver is unenforceable, the arbitration agreement will be void as to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.

**34. Jury Trial Waiver.** If a claim proceeds in court rather than through arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

**35. Miscellaneous.**

a) **Assignment.** IWS may assign in whole or in part our rights or duties under this Agreement without prior notice to you, and upon such assignment we shall be released from all liability hereunder. You may assign this Agreement only with our prior written consent. Subject to this restriction, this Agreement shall apply and inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective parties.

b) **Severability.** Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and in full force and effect, unless our obligations hereunder are materially impaired.

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c) If Your Device is lost or stolen. If your device gets lost or stolen, you should notify IWS immediately, so any charges done without your consent can be prevented and your account can be suspended. We may not credit or refund your account based on your termination of service as a result of a lost or stolen device.

d) Notices. IWS reserves the right to provide notice to you by telephone, short message service, multimedia message service; instant message or voicemail service to the extent permitted by applicable law. Any notice will be considered provided to you when left with via your phone, or voicemail. Any notice that IWS mails to you will be considered provided to you, to the extent permitted by applicable law, when IWS deposits the notice into the United States mail addressed to you at your last known address as shown in our billing records. You must notify us of any address changes. Failure to notify us of a change in your address is considered a breach of this agreement and may result in suspension or termination of your service.

e) CPNI (customer proprietary network information). IWS will receive information classified as "customer proprietary network information" ("CPNI") through providing service to you. This information may be considered confidential under federal law and includes information regarding the type of services you purchase usage of that service, the technical configuration of the service and the destination of telephone calls you place. IWS may use this information for purposes without further disclosure or consent, including: to provide you Service; to communicate service offerings to you related to the Services you purchase; or to protect you, other IWS users, IWS and other carriers from fraud, abuse or unlawful use of its service. IWS reserves the right to communicate with you by using prerecorded messages that are informational or promotional in nature. IWS may also share such information with its affiliates, joint venture partners and third party agents for the limited purpose of related offers and information that may be of interest to you. However, you have the right under federal law to request IWS not to disclose your confidential information for this purpose, and IWS has the duty to honor any such request. You may "opt out" of disclosure of your CPNI to IWS affiliates, joint venture partners and third-party agents for this purpose by calling Customer Service at 1-888-550-4497. Opting-out will not affect IWS' provision of service to you. Additional provisions regarding our use of CPNI and other subscriber information is set forth in our Privacy Policy, available at our official website which we incorporate herein by reference.

f) Dispute Resolution. If you have any questions regarding your service or any information in this agreement, you may call Customer Service at 1-888-550-4497 or write us at IWS Customer Service, 4135 NW Urbandale Dr., Urbandale, IA 50322.



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g) Location Based Service. Our network may be able to determine the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services, and optional location-sensitive services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-sensitive services. You agree that any authorized user may access, use or authorize IWS or third party location sensitive applications through the Services. You understand that your use of such location sensitive applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location sensitive services for Devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location sensitive applications and that the Device may be located. For additional information on location-sensitive services, see our Privacy Policy at our website.

h) Lifeline Services. As part of a federal government program, IWS offers discounted wireless service to qualified low-income residents in selected states. For questions or to apply for Lifeline service, call 1-888-550-4497.

i) Force Majeure. Neither Party shall be liable for any delay or failure to perform per the terms of this Agreement caused by Acts of God or other causes beyond the parties' control and without fault or negligence. In such event, either Party may suspend this Agreement in whole or in part for the duration of the delaying cause. Both parties shall resume performance under this Agreement immediately after the delaying cause ceases and the initial term of this Agreement shall be extended for a period of time equivalent to the length of time the excused delay occurred.

j) Entire Agreement. This Agreement represents the final and entire agreement between you and IWS, and supersedes any prior or subsequent representation or agreement between the parties hereto. No change to this Agreement will be valid unless accepted in writing by a duly authorized officer of IWS. Our failure at any time to require strict performance by you of any of the provisions of this Agreement will not waive or reduce our right to thereafter require strict compliance with any provisions of this Agreement.

k) Governing Laws and Regulations. This Agreement, its validity, construction, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Iowa and applicable federal law and the regulations of the Federal Communications Commission. The parties to this agreement agree that this Agreement is to be performed in Polk County, Iowa and unless prohibited by law, the proper place for bringing any action on this Agreement shall be within the jurisdiction of the Iowa District Court for Polk County.



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## HELPFUL LINKS

<a href="#">My Account</a>	<a href="#">Contact Us</a>	<a href="#">About Us</a>
<a href="#">Refill</a>	<a href="#">Return Policy</a>	<a href="#">MEGArewards</a>
<a href="#">Move Your Number</a>	<a href="#">Coverage</a>	<a href="#">Data Calculator</a>
<a href="#">Store Locator</a>	<a href="#">Send a Text Message</a>	<a href="#">Español</a>
<a href="#">International Calling</a>	<a href="#">Business Plans</a>	<a href="#">Colocation</a>
		<a href="#">Opportunities</a>
<a href="#">Switch and Save</a>	<a href="#">Enter to Win</a>	

## CONNECT WITH US



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